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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Javier L. Vazquez, Esq.

Address: Javier L. Vazquez, P.A.
8061 NW 155th Street
Miami Lakes, Fl. 33016

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(Space reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the property in Miami-Dade County, Florida described in Exhibit "A," attached hereto, and hereafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that representations made by the Owner during consideration of Public Hearing No. 05-067 will be abided by the Owner freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the property:

1.) Site Plan

The property shall be developed substantially in accordance with that plan submitted with this declaration entitled, "Kendall Medical Park Proposed Bird Road Facility," as prepared by Naya Architects, dated, signed, and sealed July 28, 2005 and consisting of 12 sheets.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after

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which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

Signed, sealed and acknowledged on this 8th day of August, 2005.

Witnesses:

[Signature]
Yvette Schmidt
Print Name

[Signature]
Holly H. Rodriguez
Print Name

CAP Investments, LLC

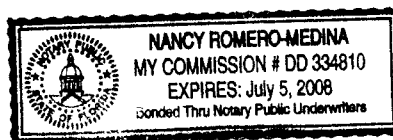
[Signature]
By: Yvette Almeida, Managing Member

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 8th day of August, 2005 by Yvette Almeida, as Managing Member of CAP Investments, LLC. She personally appeared before me, is personally known to me or produced personally known as identification, and did not take an oath.

(NOTARIAL SEAL)

Notary: [Signature]
Print Name: Nancy Romero-Medina
Notary Public, State of Florida
My commission expires: 7/5/08



**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned, Ocean Bank, a Florida Banking Corporation and Mortgagee under that certain mortgage from CAP Investments, L.L.C., dated October 15, 2004, and recorded on October 19, 2004 in Official Records Book 22744, at Page 1842, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 12 day of August, 2005.

Witnesses:

Margarita Lazo
Signature

Margarita Lazo
Print Name

Humberto Perterra
Signature

Humberto Perterra
Print Name

Ocean Bank
Address:

780 NW 42nd Avenue
Miami, FL 33126

By [Signature] V.P.

(President, Vice-President or CEO*)

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF Florida
COUNTY OF DADE

The foregoing instrument was acknowledged before me by NOEL OROZCO, the V.P. of Ocean Bank, a Florida Banking Corporation. He/She is personally known to me or has produced August, 2005. Witness my signature and official seal this 12 day of August, 2005, in the County and State aforesaid.

[Signature]
Notary Public State of Florida

ILIANA ABRAHAM
Print Name

My Commission Expires:



ILIANA I. ABRAHAM
MY COMMISSION # DD 101148
EXPIRES: April 27, 2006
Bonded Thru Budget Notary Services

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, of Block 16, of "SECOND ADDITION TO SOUTHERN ESTATES", according to the Plat thereof as recorded in Plat Book 73, Page 15, of the Public Records of Miami-Dade County, Florida.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 5th day of
JANUARY, A.D. 2001
WITNESS my hand and Official Seal
HARVEY RUBIN, CLERK, of Circuit and County Courts
By Lina Smith D.C.



OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restriction/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of Declaration of Restrictions affecting the real property hereinafter described. It is hereby certified that I have examined the Owner's Title Insurance Policy No. OPM-2629290, issued by Rosenthal Rosenthal Rasco, LLC, as agents for Attorney's Title Insurance Fund, Inc. ("Owner's Policy") and an updated title search certified by Attorneys' Title Insurance Fund, Inc., ("Title Search") covering the period from beginning to October 11, 2005, at 11:00 P.M.; inclusive, of the following described real property:

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13 and 14, all in Block 16, of SECOND ADDITION TO SOUTHERN ESTATES, according to the Plat thereof, as recorded in Plat Book 73 at Page 15, of the Public Records of Miami-Dade County, Florida.

Basing my opinion on the evidence described above, I am of the opinion that on the last mentioned date the fee simple title to the above-described real property was vested in:

CAP Investments, LLC, a Florida limited liability company by virtue of that certain Warranty Deed dated October 15, 2004, filed for record on October 19, 2004 in Official Records Book 22744 at Page 1838 of the Public Records of Miami-Dade County, Florida.

Subject to the following liens, encumbrances and other exceptions:

RECORDED MORTGAGES

1. That certain Mortgage Deed and Security Instrument by and between CAP Investments, LLC, a Florida limited liability company and Ocean Bank, a Florida banking corporation in the principal amount of \$ 3,300,000.00 dated October 15, 2004, filed for record on October 19, 2004 in Official Records Book 22744 at Page 1842, of the Public Records of Miami-Dade County, Florida.

RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS

2. That certain Notice of Lien for Water and Sewer Service filed by Miami -Dade Water and Sewer Department (as to Lot 5, Block 16 of Plat Book 73 at Page 15) filed August 11, 2005 in Official Records Book 23665 at Page 1493, of the Public Records of Miami-Dade County, Florida.

GENERAL EXCEPTIONS

3. All taxes for the year in which this Opinion is rendered, and subsequent years.
4. Rights or claims of persons other than the above owner who is in possession.
5. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any facts or matters not of record which would be disclosed by an accurate survey and inspections of the premises.
6. Any unrecorded labor, mechanics' or materialmen' liens.
7. Zoning and other restrictions imposed by governmental Authority.

SPECIAL EXCEPTIONS

8. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, or artificially exposed lands, and lands accreted to such lands.
9. Restrictions, conditions, reservations, easements and other matters contained on the Plat of SECOND ADDITION TO SOUTHERN ESTATES, recorded in Plat Book 73 at Page 15, of the Public Records of Miami-Dade County, Florida.
10. Declaration of restrictions, conditions, reservations, easements and other matters as recorded in Official Records Book 2768 at Page 273, of the Public Records of Miami-Dade County, Florida.
11. Agreement for Water Distribution and Sewage Collection recorded in Official Records Book 1919 at Page 54, of the Public Records of Miami-Dade County, Florida.
12. Agreement for Water and Sewage Services recorded in Official Records Book 2185 at Page 246, and as assigned in Official Records Book 8860 at Page 1659, both of the Public Records of Miami-Dade County, Florida.
13. Easement Agreement recorded in Official Records Book 1728 at Page 202; as assigned by instrument recorded in Official Records Book 14906 at Page 1117, of the Public Records of Miami-Dade County, Florida.

14. Rights of Tenants occupying all or part of the insured land under unrecorded leases or rentals.
15. Survey prepared by Unitec Surveying, Inc., under Job Number 00-7649-116, last updated October 7, 2004 revealing the following matters:
 - As to Lot 1, Block 16: Encroachment created by chain link fence on the six foot utility easement located on the east side of the property.
 - As to Lot 3, Block 16: Encroachment created by metal shed and chain link fence on the six foot utility easement located on the south side of the property.
 - As to Lot 4, Block 16: Encroachment created by chain link fence on the six foot utility easement located on the south side of the property.
 - As to Lot 5, Block 16: Encroachments created by chain link fence on utility easements located on the south and west sides of the property.
 - As to Lot 9, Block 16: Encroachment created by concrete slab and by the metal shed on the six foot utility easement on the south side of the property.
 - As to Lot 10, Block 16: Encroachments created by metal shed and fence on the six foot utility easement located on the north side of the property.
 - As to Lot 11, Block 16: Encroachment created by concrete slab and fence on the six foot utility easement located on the east side of the property.
 - As to Lot 12, Block 16: Encroachment created by wood shed one foot into the adjacent lot on the east side of the property.
 - As to Lot 13, Block 16: Encroachments created by fences into the utility easement located on the east side of the property.
16. Assignment of Leases, Rents and Profits executed by CAP Investments, LLC, a Florida limited liability company, in favor of Ocean Bank, a Florida banking corporation dated October 15, 2004 and recorded October 19, 2004, in Official Records Book 22744 at Page 1857, of the Public Records of Miami-Dade County, Florida.
17. UCC-1 Financing Statement from CAP Investments, LLC, a Florida limited liability company, in favor of Ocean Bank, a Florida banking corporation, recorded October 19, 2004, in Official Records Book 22744 at Page 1863, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is incorporated within the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 4 day of November, 2005.

Javier L. Vazquez, Esq.
Javier L. Vazquez, P.A.
8061 N.W. 155th Street
Miami Lakes, Florida 33016

By: 

Javier L. Vazquez, Esquire
Florida Bar No.: 0861121

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before this _____ day of November 2005, by **Javier L Vazquez**, who is personally known to me.



Jasmine Zanetti
My Commission DD311895
Expires April 20, 2008


Notary Public

Printed Name: **Jasmine Zanetti**

My Commission Expires: